

**SERVICE CONTRACT  
BETWEEN  
MERCY HEALTH PARTNERS – LIFE COUNSELING  
AND  
COUNTY OF MUSKEGON**

**Edward Byrne Memorial Justice Assistance Grant  
CFDA 16.738**

This Agreement is made and entered into on the 1<sup>st</sup> day of October, 2013, by and between the COUNTY of Muskegon, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as "COUNTY," located at 990 Terrace Street, Muskegon, Michigan 49442 and Mercy Health Partners – Life Counseling, herein after referred to as "Mercy Health Partners – Life Counseling, (EIN Number 38-1386362)" and located at 1352 Terrace Street, Muskegon, Michigan 49442, both of Muskegon County, State of Michigan witnesseth:

**RECITALS:**

**WHEREAS**, the COUNTY has agreed to serve as the grantee for funding from the Michigan Supreme Court State Court Administrative Office to perform certain grant activities; and

**WHEREAS**, each governing party finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

NOW THEREFORE, THE COUNTY AND MERCY HEALTH PARTNERS – LIFE COUNSELING agrees as follows:

**I. TERM**

Mercy Health Partners – Life Counseling shall commence performance on October 1, 2013 and end performance upon completion, but no later than September 30, 2014, unless otherwise directed by COUNTY or unless earlier terminated.

## **II. AGREEMENT**

The COUNTY agrees to pay the Mercy Health Partners – Life Counseling a sum of dollars not to exceed Seventy-one Thousand, Eight Hundred and Twenty-Six Dollars (\$71,826,00). Fifteen Thousand and no Dollars (\$15,000) will be paid from the Edward Byrne Memorial Justice Assistance Grant (CFDA 16.738) grant funded through the Michigan State Court Administrative Office to perform certain functions outlined in this Agreement for the period of October 1, 2013 – September 30, 2014. Fifty-six Thousand Eight Hundred and Twenty-Six Dollars (\$56,826) will come from the County of Muskegon General Fund. Mercy Health Partners – Life Counseling shall carry out in a satisfactory and ethical manner all services referenced within the signed Memorandum of Understanding dated June 11, 2013 which is attached as Exhibit 1 and incorporated, by reference.

## **III. Contractor Information**

The name of the Project Official for Mercy Health Partners – Life Counseling is Sandra Klien Horsman, Executive Director. The Project Official's contact telephone number is 231-727-4368.

The Financial Contact for Mercy Health Partners – Life Counseling is Dawn Robbins. The Financial Contact telephone number is 231-728-4010.

## **IV. COMPENSATION**

Mercy Health Partners – Life Counseling will submit monthly invoices which will include a weekly Personnel Activity Report for each staff member providing treatment services performed during the period. Mercy Health Partners – Life Counseling will provide documentation attached to the invoice indicating that all sources of funding have been exhausted for each participant for which Sobriety Court is billed. In addition, the invoice must identify the participant, the type of treatment, cost of each treatment modality and denial of other insurance payments.

## V. MERCY HEALTH PARTNERS – LIFE COUNSELING RESPONSIBILITIES

Mercy Health Partners – Life Counseling will perform the following functions:

- A. Provide treatment as needed to 35 Sobriety Court participants as identified in the Individual Plan of Service and as identified in the following table and described in the narrative below the table. Of the 35 Sobriety Court participants, eight (8) will be straddle cell offenders.

Therapy Type - *AD As Determined by Individual Plan of Service and Team	Group Therapy	Individual Therapy
	Number of Weeks Phase I / Part I	Four (4)
Number of Weeks Phase I / Part II	Now compressed into Phase II	
Number of Weeks Phase II	Twenty-eight (28)	As determined by the Sobriety Court team and the IPOS
Number of Weeks Phase III	Sixteen (16)	As determined by the Sobriety Court team and the IPOS
Number of Weeks Phase IV	Twenty-six (26) AD*	As determined by the Sobriety Court team and the IPOS
Total Length	Seventy-four	Seventy-four AD*
Minimum Number of Sessions	48	4

1. Mercy Health Partners – Life Counseling will assess clients to determine alcohol and drug related problems and readiness for treatment, using the BADDs, ASI, ASAM criteria, psychosocial assessments with DSM-IV codes and other diagnostic tools as required by the Sobriety Court;
2. Mercy Health Partners – Life counseling will provide individual and group counseling as needed/recommended by the Sobriety Court;
3. Mercy Health Partners – Life Counseling will provide individualized case management services passed on the needs assessment;
4. Mercy Health Partners – Life Counseling will make recommendations to the Sobriety Court for placement in a specified program or programs based assessment;
5. Mercy Health Partners – Life Counseling will provide a comprehensive treatment program and will include recommendations for referrals including education, vocational and family resources to each defendant;
6. Mercy Health Partners – Life Counseling will provide mental health screening/assessment, couples therapy, data input into DCCMIS, participation in bi-weekly Drug Court Sessions and Case Review Sessions with Drug Court Team; and
7. The Mercy Health Partners – Life Counseling will participate as an active member of the Sobriety Court Team and work in accordance with the 2004 PA224, Section 1078, enacted and the Ten Guiding Principles of DWI Courts.

- B. Provide staff to act as a Sobriety Court liaison to meet with the Sobriety Court Case Manager and Lead Probation officer bi-weekly to ensure care coordination services and to prepare bi-weekly reports to the Judges and Sobriety Court team;
- C. Enter the assessment and all other treatment data into the SCAO Drug Court Management Information System (DCCMIS) within 24 hours of providing the treatment or completion of the assessments;
- D. Enter data into the CareNet and/or other data systems used for substance abuse documentation, coordination and billing by the Lakeshore Coordinating Council for Substance Abuse Services and the Lakeshore Behavioral Health Alliance.
- E. Provide routine reports to the 60<sup>th</sup> District Court on the status of the project;
- F. Perform all other functions necessary to complete the work as directed by the Michigan State Court Administrator's Office as set forth in their guidelines and best practices;
- G. Mercy Health Partners – Life Counseling must maintain insurance and provide the 60<sup>th</sup> District Court Representative for the Sobriety Court Program with Certificates of Insurance for:

**WORKER'S COMPENSATION**

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A – Compensation as required by Statute  
 Coverage B – Employer's Liability to \$500,000

**COMMERCIAL GENERAL LIABILITY**

Coverage on the standard ISO 1993 Form which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per occurrence \$1,000,000

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Coverage on the standard ISO 1993 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage  
 Any One Accident or Loss \$1,000,000

**PROFESSIONAL LIABILITY**

Includes contractual liability for each twelve month period:

Each Wrongful Act/Omission	\$1,000,000
Aggregate	\$3,000,000

**UMBRELLA OR EXCESS LIABILITY**

Per occurrence	\$1,000,000
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The County of Muskegon shall be identified as an additional insured on the liability insurance policy. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of A- or better.

- H. Mercy Health Partners – Life Counseling agrees to abide by all local, state and federal laws, rules, ordinances and regulations in the performance of this Contract.
- I. Mercy Health Partners – Life Counseling shall be solely responsible to pay all taxes, if any, that arise.
- J. Mercy Health Partners – Life Counseling acknowledges that it is a crime to knowingly and willingly file false information with the County of Muskegon for the purpose of obtaining this Contract and/or any payment under the Contract or of any cause of action arising out of the performance of this Contract.
- K. Mercy Health Partners – Life Counseling shall perform all of its services under this Contract as an independent contractor.
- L. Mercy Health Partner – Life Counseling will ensure that the therapist assigned to the Sobriety Court at the commencement of the contract will remain as the therapist as long as employed by Mercy Health Partner – Life Counseling or mutually agreed upon by Mercy Health Partner – Life Counseling and the 60<sup>th</sup> District Court Sobriety Court Coordinator.

**VI. ROLE OF THE COUNTY AND THE 60<sup>th</sup> DISTRICT COURT**

- A. The 60th District Court acknowledges that it will provide oversight of the Sobriety Court program.
- B. The 60th District Court acknowledges that it will convene the meetings of the Sobriety Court Team and will send referrals to Sandra Horsman, Executive Director at 231-727-4368
- C. The 60th District Court acknowledges that it will conduct programmatic and financial audits.
- D. The 60th District Court acknowledges that it will review the treatment performance of Mercy Health Partners – Life Counseling on a monthly basis to ensure that the participants are receiving treatment as outlined in the Individual Plan of Service and in conjunction with the recommendations of the Sobriety Court Team. The contract may be terminated within 14 days by written notice of the County at its sole discretion following the monthly reviews.
- E. The 60<sup>th</sup> District Court acknowledges that it will review the financial performance of Mercy Health Partners – Life Counseling on a quarterly basis. The contract may be terminated within 14 days by written notice of the County at its sole discretion following the quarterly reviews.

**VII. MISCELLANEOUS CONTRACT PROVISIONS**

- A. Nothing in the performance of this Agreement shall impose any liability for claims against the County and/or the 60<sup>th</sup> District Court passing from this program or from the Mercy Health Partners – Life Counseling’s expenditure of the Edward Byrne Memorial Assistance and Michigan Drug Court grant funds.
- B. **AUDIT AND ACCESS TO RECORDS.** The County of Muskegon and the 60<sup>th</sup> District Court will conduct both programmatic and financial audits of the project and the County of Muskegon may withhold payment until the audit is satisfactorily completed. Mercy Health Partners – Life Counseling will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant funds, in accordance with generally accepted accounting

principles and other procedures specified by the County of Muskegon. The County of Muskegon or any of its duly authorized representatives may have access, upon reasonable notice, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Mercy Health Partners – Life Counseling will provide proper facilities for such access and inspection. All records must be maintained for the minimum of six years after the final payment has been issued by the County of Muskegon.

C. OTHER SOURCES OF FUNDING. Mercy Health Partners – Life Counseling guarantees that any claims for reimbursement made to the County of Muskegon under this Contract must not be financed through any other source than the County of Muskegon under the terms of this contract. If funding is received through any other source, Mercy Health Partners – Life Counseling agrees to delete from the Mercy Health Partners – Life Counseling’s billings or to immediately refund the County of Muskegon, the total amount representing such duplication of funding.

D. DEBARMENT AND SUSPENSION. By signing this Contract, Mercy Health Partners – Life Counseling certifies that to the best of its knowledge and belief that it, its agents and Mercy Health Partners – Life Counseling:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State of Michigan.
2. Have not, within a three-year period preceding this Contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
  4. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations and policies governing these programs.
- E. AGREEMENT. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.
- F. ASSIGNMENT. Mercy Health Partners – Life Counseling shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the COUNTY and the 60<sup>th</sup> District Court and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- G. INDEMNIFICATION. To the fullest extent permitted by law, Mercy Health Partners – Life Counseling shall defend, indemnify, and hold harmless the COUNTY and the 60<sup>th</sup> District Court, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the COUNTY and the 60<sup>th</sup> District Court shall include, but is not limited to claims alleging or involving the negligence of Mercy Health Partners – Life



Counseling shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the COUNTY and the 60<sup>th</sup> District Court.

- H. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. NON-EXCLUSIVE AGREEMENT. The parties acknowledge that the 60<sup>th</sup> District Court may contract with other sub-contractors for similar services.
- J. UNALLOWABLE EXPENSES. Mercy Health Partners – Life Counseling will not bill for any services or not spend money for any services not listed in their Request for Proposal response dated September 16, 2013.
- K. COMPLIANCE WITH SCAO AGREEMENT. Mercy Health Partners – Life Counseling agrees that this contract is subject to the Agreement between the 60<sup>th</sup> District Court and the State Court Administrator's Office.
- L. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or

estoppel. Both parties agree that if any provision of the contract is invalid, the rest of the contract will not be affected.

- M. FEDERAL AND STATE ASSURANCES AND GRANT REQUIREMENTS. Mercy Health Partners – Life Counseling acknowledges that it will comply with all federal and state grant requirements and assurances by signing Appendix A and Appendix B.
- N. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- O. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- P. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Mercy Health Partners – Life Counseling hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Mercy Health Partners – Life Counseling is obligated, which breach would have a material effect there on.

COUNTY OF MUSKEGON

Dated: 11/13/13

By:   
Kenneth Mahoney, Chairman  
COUNTY Board of Commissioners

MERCY HEALTH PARTNERS - LIFE  
COUNSELING

Dated: 11-8-13

By:   
Sandra Horsman, Executive Director  
Mercy Health Partners – Life Counseling

**MEMORANDUM OF UNDERSTANDING**  
**Muskegon County "60<sup>th</sup> District Court" Sobriety Court Program**

Agreement by and between the Muskegon County Sheriff's Office,  
Prosecuting Attorney, Defense Attorney, Probation Department, Alcohol and  
Drug Programs and 60<sup>th</sup> District Court.

WHEREAS, the parties to this Agreement endorse the goals and mission of Sobriety Court in order for defendants to eliminate future criminal behavior and improve the quality of their lives. For this program to be successful, cooperation must occur within a network of systems in order to facilitate and achieve the mission of Sobriety Court;

WHEREAS, the parties to this Agreement agree that the following is the Mission/Promise/Values of the Sobriety Court:

Mission:

The *mission* of the 60<sup>th</sup> District Court Muskegon County Sobriety Court is to provide a coordinated family-centered approach to substance abuse services by integrating the judicial system with community resources to improve public safety while reducing the cost of repeat offenders and increasing accountability of those involved in criminal activity;

Promise:

Through this holistic approach, MSC *promises* to work collaboratively with the entire family and community to overcome barriers in a timely and accountable manner in providing individualized alternatives to continued criminal actions among drug offenders.

Values:

MSC *values* integrity.  
MSC *values* dignity.  
MSC *values* empowerment of the entire family.  
MSC *values* safe, drug-free communities.

WHEREAS, the following principles under which the respective agencies will work cooperatively, are:

- 1) Drug addiction is a chronic disease often characterized by relapse which, if unaddressed, may lead to continuing and increasing criminal behavior and other personal, family and societal problems.
- 2) The Sobriety Court is an opportunity to direct those in crisis with addictions to begin a rehabilitation process which might ultimately lead to a reduction and/or management of their addiction and permits the development of a productive lifestyle.
- 3) There must be immediate intervention, which permits the treatment option to be made available to a defendant at the earliest possible time while this person is still in crisis.
- 4) Defendants will be evaluated by trained staff as early as possible so they can be given an opportunity to take advantage other resources offered through a Sobriety Court.

- 5) Defendants must be accountable for their behavior and must take responsibility for ensuring their own recovery through the options made available to them by the court and the community. Defendant's accountability will be enforced through Terms of Probation and written agreements. Individual service plans will be developed to address their addition and other related problems. There will be immediate recognition for successes as well as immediate and appropriate consequences for failure to perform.
- 6) An evaluation that measures the outcomes for individual defendants in the process of the Sobriety Court program is essential. That part of this evaluation is an annual report distributed to all members of the Sobriety Court team setting forth the incidence of recidivism among Sobriety Court graduates as derived from available justice system resources. All parties understand that the program utilizes the Drug Court Management Information System and that the BADDS pre and post-test instrument is administered to all program participants.
- 7) That participant entry into the Sobriety Court Program shall be governed by written eligibility criteria set forth in a document signed by all Sobriety Court team members.
- 8) All parties will have equal access to information given to the court to the extent permitted by law.
- 9) Graduation from the program, either the public ceremony or the court graduation, requires that client have 180 continuous clean and sober days immediately preceding the graduation date.
- 10) All parties understand the Guiding Principles and Key components to a successful Sobriety Court program. References located at:  
<http://www.ojp.usdoj.gov/BJNgranUDrugCourts/DefiningDC.pdf>  
[http://www.NDCI.org/pdf/Guiding\\_Principles\\_of\\_DWI\\_Court.pdf](http://www.NDCI.org/pdf/Guiding_Principles_of_DWI_Court.pdf)
- 11) All parties recognize the importance of continued training in relation to new findings for Drug Court and Sobriety Court programs through the National Drug Court Institute.
- 12) All participating agencies agree to respect and understand other agencies' roles and responsibilities to ensure the integrity of the judicial and therapeutic processes.
- 13) All participating agencies agree to the 60<sup>th</sup> District Court Sobriety Court criteria for: (1) participant eligibility, (2) program sanctions and incentives, (3) program termination and (4) program graduation as delineated in the 60<sup>th</sup> District Court Sobriety Court Handbook.

## **INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS**

### **Prosecuting Attorney**

- 1) A prosecuting attorney will be assigned to the Sobriety Court program for the entire term of this Agreement;
- 2) The prosecuting attorney will review the defendants initially selected by the court to participate in the Sobriety Court. The Sobriety Court will only be available to non-violent defendants (i.e., non-violent history);
- 3) The prosecuting attorney agrees that a positive drug test or open court admission of drug/alcohol use for personal consumption will not result in the filing of additional drug charges based on that admission; and
- 4) The prosecuting attorney makes decisions regarding the participant's continued enrollment in the program based on performance in treatment rather than on legal aspects of the case, barring additional criminal behavior.

### **Defense Attorney**

- 1) The Defense Attorney advises the defendant as to the nature and purpose of the Sobriety Court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in the Sobriety Court will affect his or her interests;
- 2) The Defense Attorney explains all of the rights that the defendant will temporarily or permanently relinquish;
- 3) The Defense Attorney explains that because criminal prosecution for admitting to defendant is encouraged to be truthful with the judge and with treatment staff, and informs the participant that he or she will be expected to speak directly to the judge, not through an attorney;
- 4) The Defense Attorney shall review the client's progress in treatment and advocate appropriately when the client is facing sanctions for non-compliance, when seeking early termination of probation, or at the time of sentencing should the client be terminated from Sobriety Court;
- 5) The Defense Attorney will participate as an active member of the Sobriety Court Team.

### **Probation Department**

- 1) A probation officer will be assigned to provide field supervision of up to 15 participants during the pilot project and more if funding is secured;
- 2) The probation department will provide supervision and case management services to the Sobriety Court caseloads;
- 3) The Probation Department will participate in weekly case reviews with the Judge and treatment provider;
- 4) Probation will provide on-site probation reports to the Judge;
- 5) Probation will conduct an assessment of suitability for the Sobriety Court treatment program and make specific recommendations relating to treatment needs of the defendants;
- 6) Probation will provide observed drug testing on-site as necessary or requested as PBT/RediCup/SCRAM;
- 7) The probation department will participate as an active member of the Sobriety Court Team;
- 8) A probation officer will be assigned to manage the Drug Court Management Information System;
- 9) Staff will be provided to oversee all Case Management activities of program participants and work collaboratively with treatment providers understanding that case management and treatment are two distinct modalities of intervention. Staff will meet with treatment providers on a regular basis to ensure care coordination of all program participants.

### **Sobriety Court Treatment Provider**

- 1) The Sobriety Court treatment provider will assess clients to determine alcohol and drug related problems and readiness for treatment, educational needs, vocational assessment, medical assessment, legal assessment and screen for mental health issues using ASAM criteria;

- 2) The Sobriety Court treatment provider will administer the BADDs pre and post-test instrument to all program participants and report findings accordingly;
- 3) The Sobriety Court treatment provider will provide individual counseling as needed/recommended;
- 4) The Sobriety Court treatment provider will make recommendations to the court for placement in a specified program or programs and provide Initial Clinical Report on all new participants and progress reports thereafter for all participants until discharged from program;
- 5) The Sobriety Court treatment provider will provide monitored documentation to the courts on all positive U.A.'s and progress in treatment;
- 6) The Sobriety Court treatment provider will provide a comprehensive treatment, education and vocational counseling program to each defendant;
- 7) The Sobriety Court treatment provider will work with Court/Jail/Probation with its jail (ISA) Inpatient Substance Abuse program;
- 8) The Sobriety Court treatment provider will participate as an active member of the Sobriety Court Team;
- 9) The Sobriety Court treatment provider will ensure timely and accurate data entry into the Drug Court Management Information System.

#### **Sheriff**

- 1) The Sheriff's Office will monitor in-custody treatment services and intervention services for those returning to custody as ISA program;
- 2) The Sheriff's Office will provide access to in-custody treatment to the extent possible;
- 3) The Sheriff's Office will coordinate the dissemination of Sobriety Court Information to potential candidates within the Sheriffs facilities;
- 4) The Sheriff will cooperate in dressing out the defendants and releasing the defendants from the court room directly into treatment;
- 5) The Sheriff's or a representative of the Sheriff will participate as an active member of the Sobriety Court Team.

#### **60<sup>th</sup> District Court**

- 1) The Sobriety Court Coordinator will participate in oversight for the Sobriety program;
- 2) The Sobriety Court Coordinator will assist the Sobriety Court Team with the monitoring and evaluation of Sobriety Court when appropriate;
- 3) The Sobriety Court Coordinator will assist in seeking funding sources, respond to grant applications, implement and monitor grant funds and provide fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the Sobriety Court;
- 4) The Sobriety Court Coordinator will provide and/or seek our ongoing training of key planning team personnel through monthly Sobriety Court Team meetings;
- 5) The Sobriety Court Coordinator will provide yearly strategic planning meetings with court administration/county administration to ensure stability, support and on-going accountability for the Sobriety Court program;
- 6) The Sobriety Court Coordinator will provide leadership and direction under the supervision of the Court Administrator and the District Court Chief Judge to ensure compliance with the National Standards set forth by the National Association of Sobriety Court Professionals;

- 7) The Sobriety Court Coordinator will be responsible for the preparation of the annual report setting forth the incidence of recidivism among Sobriety Court graduates;
- 8) The Sobriety Court Coordinator will participate as an active member of the Sobriety Court Team.

#### **SOBRIETY COURT STEERING COMMITTEE**

All parties agree to continue to be represented in this group. This group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified and develop policy and program modifications.

#### **AGREEMENT MODIFICATIONS**

Any individual Agency wishing to amend/modify this Agreement will notify the Sobriety Court Committee of the issue(s). The Sobriety Court Planning Committee will address that issue(s) for purposes of modifying/amending the issue(s). This issue(s) will be decided by consensus (if possible) or by simple majority.

#### **TERMINATION OF AGREEMENT**

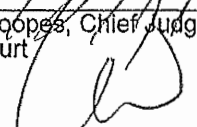
Individual Agencies contemplating termination of their participation in this Agreement shall first notify the Sobriety Court Steering Committee of their concern. The Steering Committee will attempt to resolve the problem to ensure continuation of the Sobriety Court. If unable to resolve the problem, the individual Agency or Department can exercise its right to terminate this agreement by notifying all other Agencies in writing a minimum of 90 days prior to such termination.



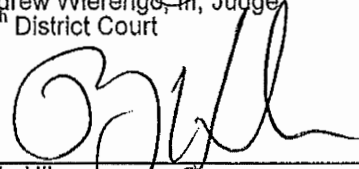
IN WITNESS THEREOF, the parties have caused their duly authorized representative to execute this agreement.

  
\_\_\_\_\_  
Maria Ladas Hoopes, Chief Judge  
60<sup>th</sup> District Court

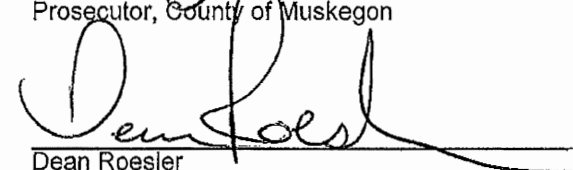
6-11-13  
Date

  
\_\_\_\_\_  
Andrew Wierengo, III, Judge  
60<sup>th</sup> District Court

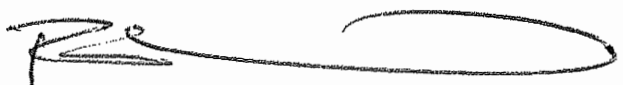
6/12/13  
Date

  
\_\_\_\_\_  
Dale Hilson  
Prosecutor, County of Muskegon

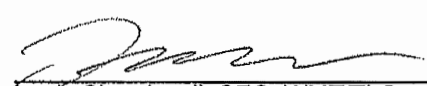
6/12/13  
Date

  
\_\_\_\_\_  
Dean Roesler  
Sheriff, County of Muskegon

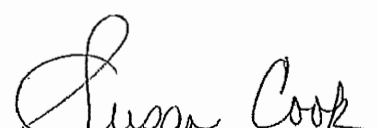
6-17-13  
Date

  
\_\_\_\_\_  
Brian Hosticka  
Defense Attorney

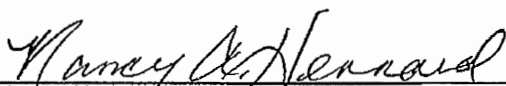
6/12/13  
Date

  
\_\_\_\_\_  
Louis Churchwell, CEO, WMT/TLC  
Treatment Provider

6-18-13  
Date

  
\_\_\_\_\_  
Susan Cook, CEO, Mercy Life Counseling  
Treatment Provider

6-19-13  
Date

  
\_\_\_\_\_  
Nancy Hennard  
60<sup>th</sup> District Court Administrator

6-10-13  
Date

Michigan State Police Byrne-JAG Grant Requirements - Appendix A

1. The subcontractor agrees and understands that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a subcontractor's budget and may not supplant (replace) state, local or tribal funds that the subcontractor otherwise would have spent on positions or any other items approved in this agreement if it had not received a grant award.
2. If the subcontractor hires new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted level of positions.
3. If the subcontractor rehires personnel who have already been laid off at the time of application as a result of state, local or tribal budget cuts, it must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.
4. For the subcontractor's plans on maintaining personnel who are at the time of the application scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, the subcontractor must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off.
5. The court gives assurance to the county and the SCAO that the subcontractor shall comply with 45 CFR §76 and certifies to the best of its knowledge and belief that it and its subcontractors: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (b) Have not within a three year period preceding this agreement been: (1) Convicted of or had a civil judgment rendered against them for commission of fraud; (2) Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (3) Convicted of a violation of federal or state anti-trust statutes; or (4) Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B. (d) Have not within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
6. The subcontractor agrees that it will provide a drug-free workplace and abide by all requirements under the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for contractors.
7. Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require approval by SCAO. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, written approval is required from SCAO. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

Signature of Authorized Certifying Official <i>Sandra Hill</i>	Title <i>Director</i>
Applicant Organization <i>Mercy Life Counseling</i>	Date Submitted <i>11-8-13</i>

# Appendix B

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-000:  
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Sandra Hilt</i>	TITLE <i>Director</i>
APPLICANT ORGANIZATION <i>Mercy Life Counseling</i>	DATE SUBMITTED <i>11-8-13</i>